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NOT TO BE PUBLISHED IN OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION TWO

Estate of GLADYS R. GREER, Deceased.	
DENNIS GREER, Petitioner and Appellant, v. DAVID L. GREER, Objector and Respondent.	E060888 (Super.Ct.No. RIP086270) OPINION

APPEAL from the Superior Court of Riverside County. Craig G. Riemer, Judge. Affirmed.

Law Offices of Fred J. Knez and Fred J. Knez for Petitioner and Appellant.

Harry J. Histen; Benedon & Serlin, Gerald M. Serlin, Wendy S. Albers, and Melinda W. Ebelhar for Objector and Respondent.

In this probate proceeding, Dennis Greer accuses his brother David Greer of misappropriating certain assets from the estate of their mother, Gladys R. Greer. After a

bench trial, the trial court ruled that, with respect to all but one asset, Dennis had failed to prove that his claims were not barred by the statute of limitations; and with respect to the remaining asset, Dennis had failed to prove the merits of his claim.

Dennis appeals, contending:

1. The trial court erred by ruling that Dennis had the burden of proving delayed discovery.

2. The trial court erred by ruling that, to carry his burden of proving delayed discovery, Dennis had to show delayed discovery by Gladys, not just by himself.

3. The trial court erred by requiring Dennis to prove delayed discovery by Gladys because Gladys was "disabled and demented." (Capitalization altered.)

4. The trial court focused on "a few, isolated facts" and failed to consider "all of the evidence" (capitalization altered); in particular, it ignored the "bizarre circumstances" tending to show that David committed fraud, forgery, and/or undue influence.

5. The trial court failed to make findings on issues identified in Dennis's request for a statement of decision.

6. The trial court's statement of decision included contradictory, inconsistent, and uncertain findings.

We find no error. Hence, we will affirm.

I

FACTUAL BACKGROUND[1]

George Sinclair was Gladys's brother-in-law. In 1996, Sinclair created a revocable living trust (Sinclair trust). Gladys was the primary beneficiary of the trust. Initially, Gladys was also the successor trustee; i.e., she would become trustee upon Sinclair's death. On October 30, 1999, however, Sinclair purportedly executed an amendment to his trust substituting David in place of Gladys as successor trustee. Gladys signed the amendment as witness. Ten days later, she had her signature as witness notarized. Dennis claims that this amendment was a forgery.

On November 2, 1999, Sinclair died. The assets of the Sinclair trust included a house on Las Casas Avenue in Claremont (Sinclair house) and cash in a brokerage account.

On November 30, 1999, Gladys met with an estate planning attorney — William D. Dahling, Jr. of Best Best & Krieger — to discuss her own estate plan.

Back in December 1991, David had conveyed a house on Spruce Avenue in Bloomington (Spruce house) to Gladys. The house was David's home. He continued to live there after the conveyance.

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[1] Both Dennis and David cited various trial exhibits. We directed the parties (as we do in all cases) to request early transmission of any trial exhibits that they cited. (See Cal. Rules of Court, rule 8.224(d).) David complied; Dennis did not. Accordingly, we do not consider any of the exhibits cited by Dennis but not transmitted to us.

On January 6, 2000, a deed by Gladys reconveying the Spruce house back to David was recorded. The deed was purportedly executed in 1992 but notarized in 1999. Dennis claims that this deed was either a forgery or the product of undue influence.

Meanwhile, on January 4, 2000, David, as trustee of the Sinclair trust, conveyed the Sinclair house to Gladys. On January 25, 2000, Gladys purportedly executed a deed conveying the Sinclair house to David. The deed was recorded on March 15, 2000. Dennis claims that this latter deed, too, was either a forgery or the product of undue influence.

On February 10, 2000, Gladys fell and broke her hip. She was treated in the emergency room, then transferred to a rehabilitation facility.

On February 17, 2000, David cashed a check on the Sinclair trust's brokerage account, drawn to "Cash" for $30,000. Dennis claims that David misappropriated this amount.

On or about March 1, 2000, Gladys executed her own living trust and will, prepared by Dahling. In them, her estate was divided equally between Dennis and David.

On March 4, 2000, Gladys was discharged, but the next day, she fell again; this time, she broke a rib. She was admitted to a board and care facility. She was never able to return home.

On July 3, 2000, David withdrew the balance of the Sinclair trust's brokerage account, which was $62,062.82, and closed the account. Dennis claims that David misappropriated this amount.

On July 14, 2000, Gladys signed a receipt for all of the funds remaining in the Sinclair trust. The receipt stated that she had "received and reviewed a complete accounting."

David was a co-signer on Gladys's checking account. On March 5, 2001, he wrote a check to "Cash" for $20,000. On March 18, 2001, he wrote another check to "Cash" for $20,188. Dennis claims that David misappropriated these amounts.

Gladys died on January 14, 2003, at the age of 84.

We will discuss additional facts below as they become relevant.

II

PROCEDURAL BACKGROUND

In May 2004, David filed a petition to probate Gladys's will.

In January 2005, Dennis filed a petition to determine title to property (Prob. Code, § 850), asserting a claim to the Sinclair house and to personal property therein.

In April 2006, Dennis filed a supplemental petition, asserting a claim to assets of Gladys's estate, including but not limited to former assets of the Sinclair trust. In October 2007, he filed a second supplemental petition.

In September and October 2011, the trial court held a bench trial. In August 2012, it issued a written tentative decision. In September 2012, Dennis requested a statement of decision. In July 2013, the trial court issued a proposed statement of decision. Dennis filed objections to the proposed statement of decision. In November 2013, the trial court filed its final statement of decision.

The trial court rejected all of Dennis's claims — other than his claim to the Spruce house — based on the statute of limitations. It ruled that all of his claims were subject to a three-year statute of limitations (Code Civ. Proc., § 338), except for his claims of undue influence, which were subject to a four-year statute of limitations (Code Civ. Proc., § 343). It also ruled that, because Dennis was claiming as Gladys's successor in interest, her knowledge had to be imputed to him: "Dennis's claim is derivative of Gladys's. If Gladys's claim is time-barred, then so is Dennis's." It added that, for purposes of the statute of limitations, David had the burden of proving when a given claim accrued; however — "[a]s Dennis ha[d] conceded" — Dennis had the burden of proving delayed discovery. It concluded that Dennis had failed to carry this burden.

It rejected Dennis's challenge to the amendment to the Sinclair trust not only based on the statute of limitations, but also on the merits, finding that it was not forged.

Finally, it rejected Dennis's claim to the Spruce house on the merits, finding no undue influence.

In December 2013, the trial court entered judgment against Dennis and in favor of David.

III

THE TRIAL COURT'S RULINGS REGARDING THE GENERAL OPERATION OF THE STATUTE OF LIMITATIONS

A. *Legal Background*.

"Generally speaking, a cause of action accrues at 'the time when the cause of action is complete with all of its elements.' [Citations.] An important exception to the general rule of accrual is the 'discovery rule,' which postpones accrual of a cause of action until the plaintiff discovers, or has reason to discover, the cause of action. [Citations.]" (*Fox v. Ethicon Endo-Surgery, Inc.* (2005) 35 Cal.4th 797, 806-807.)

"Under the discovery rule, the statute of limitations begins to run when the plaintiff suspects or should suspect that her injury was caused by wrongdoing, that someone has done something wrong to her. . . . [T]he limitations period begins once the plaintiff '"'has notice or information of circumstances to put a reasonable person on inquiry . . . .'"' [Citation.] A plaintiff need not be aware of the specific 'facts' necessary to establish the claim; that is a process contemplated by pretrial discovery. Once the plaintiff has a suspicion of wrongdoing, and therefore an incentive to sue, she must decide whether to file suit or sit on her rights." (*Jolly v. Eli Lilly & Co.* (1988) 44 Cal.3d 1103, 1110-1111, italics omitted, fn. omitted.)

B. *The Burden of Proving Delayed Discovery*.

Dennis contends that the trial court erred by ruling that he had the burden of proving delayed discovery.

The trial court found that Dennis had "conceded" that he had the burden of proof on this issue. Thus, the asserted error was invited and is not grounds for reversal on appeal. (See generally *Norgart v. Upjohn Co.* (1999) 21 Cal.4th 383, 403.) Dennis makes no effort to show that he did *not* make such a concession. Indeed, Dennis has not even asked that the portion of the record that the trial court cited — the reporter's transcript of a hearing on August 22, 2013 — be included in the appellate record.

If only out of an excess of caution, we also reject this contention on the merits. The law is that the plaintiff has the burden of proving delayed discovery. (*April Enterprises, Inc. v. KTTV* (1983) 147 Cal.App.3d 805, 832; see also *Grisham v. Philip Morris U.S.A., Inc.* (2007) 40 Cal.4th 623, 638 ["California law recognizes a general, rebuttable presumption, that plaintiffs have 'knowledge of the wrongful cause of an injury.' [Citation.]"].) Dennis notes that evidence of a confidential relationship can shift the burden of proving or disproving undue influence (e.g., *Laherty v. Connell* (1944) 64 Cal.App.2d 355, 362; see generally *Rice v. Clark* (2002) 28 Cal.4th 89, 96-97); he concludes that this should apply equally to the burden of proving or disproving a statute of limitations *defense* in an undue influence *case*. But this does not necessarily follow. Certainly Dennis has not cited any authority for it. Hence, we follow the general rule.

C. *Imputing Gladys's Knowledge to Dennis*.

Dennis contends that the trial court erred by ruling that he had to prove, not only that he lacked knowledge, but also that Gladys lacked knowledge.[2]

Preliminarily, Dennis asserts that "[t]his analysis is presented by the trial court without any citation to any authority . . . ." Not so. The trial court devoted a paragraph, complete with citation of authority, to the principle that "[n]otice possessed by one person . . . may be imputed to another person." (*E-Fab, Inc. v. Accountants, Inc. Services* (2007) 153 Cal.App.4th 1308, 1319.) In his reply brief, Dennis concedes that it did cite authorities (he merely argues that those authorities were inapposite).

In any event, a trial court's statement of decision does not have to cite any authority. (See Code Civ. Proc., § 632.) Rather, it is presumed correct. (*Sutter v. Madrin* (1969) 269 Cal.App.2d 161, 170). It is the appellant who must demonstrate any asserted error. (*Tellez v. Rich Voss Trucking, Inc.* (2015) 240 Cal.App.4th 1052, 1066.)

This Dennis fails to do. The trial court was perfectly correct: For purposes of the discovery rule, when a plaintiff is asserting a claim as successor in interest to a third

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[2] In its statement of decision, the trial court stated: "Dennis's claim is derivative of Gladys's."

Dennis asserts that the trial court "[u]s[ed] an analogy to shareholder derivative actions." Not so. It simply meant that Dennis was Gladys's successor in interest. As Dennis later acknowledges: "The trial court determined that Dennis' claims were untimely, based on the rationale that Dennis' claim is derivative of Gladys' own claim and Dennis failed to sufficiently prove that Gladys was ignorant of the facts giving rise to a claim." Dennis's assertion regarding shareholder derivative actions is a red herring.

party, the third party's knowledge must be imputed to the plaintiff. (*Bradler v. Craig* (1969) 274 Cal.App.2d 466, 472 ["Knowledge or notice of defects or damage that came to the attention of their predecessors in interest would be imputed to plaintiffs as of the date thereof. Likewise, if the facts imposed a duty on plaintiffs' predecessors in interest, plaintiffs are chargeable with that duty as of the date the facts became known."].)

As authority to the contrary, Dennis cites *Estate of Young* (2008) 160 Cal.App.4th 62. There, however, the appellate court accepted (or at least assumed) that any knowledge on the part of the decedent would have to be imputed to her estate. (*Id*. at p. 77.) It then upheld the trial court's finding that testimony regarding the decedent's knowledge was too "vague" to show discovery and that the decedent's claim was not actually discovered until after her death. (*Id*. at pp. 77-79.) Indeed, the appellants did not really challenge either proposition; they merely argued that the trial court had applied the incorrect limitations period. (*Id*. at pp. 78-79.) Thus, *Young* does not shed any light on the propriety of imputing the knowledge of a decedent to successors in interest.

D. *The Operation of the Discovery Rule When the Plaintiff's Predecessor in Interest Is Incompetent*.

As a fallback argument, Dennis also contends that the trial court erred by placing the burden of proving lack of knowledge on him because Gladys was "disabled and demented." (Capitalization altered.)

Under the law as it stood before 2014, if Gladys was insane when a cause of action accrued, the statute of limitations was tolled. (Code Civ. Proc., former § 352, subd. (a),

Stats. 1994, ch. 1083, § 4, pp. 6466-6467.) Gladys was "insane" for this purpose if she was "'incapable of caring for his [or her] property or transacting business or understanding the nature or effects of his [or her] acts . . . .' [Citations.]" (*Alcott Rehabilitation Hospital v. Superior Court* (2001) 93 Cal.App.4th 94, 101.) However, if she became insane after a cause of action accrued but before the limitations period had run, she could not "avail h[er]self of [that] disability . . . ." (Code Civ. Proc., § 357.) This statutory scheme left no room for a judge-made rule that incapacity shifts the burden of proof.

Even assuming incapacity was relevant, however, the trial court could properly find insufficient evidence that Gladys lacked capacity. Dennis does not explain what degree of incapacity (or of incompetence, disability, dementia, etc.) would be necessary to affect the burden of proof. "[T]he Legislature has categorized incompetency due to weakness of mind as follows: (1) Total weakness of mind which leaves a person entirely without understanding and renders such person incapable of making a contract of any kind [citation]; (2) a lesser weakness of mind which does not leave a person entirely without understanding but destroys the capacity of the person to make a contract, thus rendering the contract subject to rescission [citation]; and (3) a still lesser weakness which provides sufficient grounds to rescind a contract because of undue influence. [Citations.]" (*Smalley v. Baker* (1968) 262 Cal.App.2d 824, 834, disapproved on other grounds in *Weiner v. Fleischman* (1991) 54 Cal.3d 476, 485-486.) We may assume, without deciding, that this last, lowest standard would apply.

The trial court did not make any express finding with respect to whether Gladys was mentally impaired or, if so, when the impairment began. However, in his request for a statement of decision, Dennis did not specify this as an issue. (See Code Civ. Proc., § 632.) Moreover, he did not object to the proposed statement of decision on the ground that it failed to address this issue. (See Code Civ. Proc., § 634.) As a result, we must imply whatever findings on this issue are necessary to support the judgment. (*In re Marriage of Arceneaux* (1990) 51 Cal.3d 1130, 1133-1134.)

It is clear that Gladys was physically impaired. However, the evidence did not require the trial court to find that she was mentally impaired at any relevant time. A March 2000 discharge summary did not mention any mental symptoms. Physician's notes from September 2000 stated: "This patient is oriented and alert . . . Her fundamental knowledge appears intact. She appears to have some difficulty with attention and concentration [but a]bstract and concrete thinking are intact." In October 2000, when Gladys had a minor medical procedure, she was asked to sign a consent form, and she did so.

When asked about Gladys's mental status in March 2001, David testified that "every once in a while she would have a bad day, but for the most part she was okay." On March 27, 2001, a doctor noted for the first time that she was "somewhat confused." He referred her to a neurologist. In April 2001, she was diagnosed as having both dementia and Parkinson's disease. In 2003, when she died, the causes of death were listed as pneumonia, senile dementia, and Parkinson's disease.

Dennis argues that "Gladys'[s] dementia did not occur overnight." Nevertheless, given that she had been hospitalized since February 2000, yet dementia was not even suspected until April 2001, the trial court could reasonably conclude that her mental processes were not significantly impaired until sometime after the last relevant transaction, on March 18, 2001.

In his opening brief, Dennis claims "the evidence of Gladys' physical and mental condition was undisputed" (capitalization altered); he discusses only the evidence from her medical records. That evidence, as just discussed, failed to show that she was mentally disabled at any relevant time. Thus, in his reply brief, he switches tactics; he cites his own testimony that Gladys was "confus[ed] and disorient[ed]" even before March 2001. The trial court, however, could disregard this testimony as biased and as in conflict with the medical records.

E. *Inequity of the Statute of Limitations*.

Dennis keeps returning to the theme that it would be inequitable to apply the statute of limitations in this case. For example, he argues that "there are equitable considerations in determining whether a statute of limitations should defeat a determination of a claim on the merits." He adds, "If the judgment in this case is not reversed, the cheater will prosper."

Actually, "a 'statute of limitations strikes a balance among conflicting interests. If it is unfair to bar a plaintiff from recovering on a meritorious claim, it is also unfair to require a defendant to defend against possibly false allegations concerning long-forgotten

events, when important evidence may no longer be available. Thus, statutes of limitations are not mere technical defenses, allowing wrongdoers to avoid accountability. [Citation.] Rather, they mark the point where, in the judgment of the Legislature, the equities tip in favor of the defendant (who may be innocent of wrongdoing) and against the plaintiff (who failed to take prompt action): "[T]he period allowed for instituting suit inevitably reflects a value judgment concerning the point at which the interests in favor of protecting valid claims are outweighed by the interests in prohibiting the prosecution of stale ones."' [Citation.]" (*Nguyen v. Western Digital Corp.* (2014) 229 Cal.App.4th 1522, 1537-1538.)

IV

THE TRIAL COURT'S RULINGS ON EACH OF DENNIS'S CLAIMS

Dennis contends that the trial court's findings are not supported by substantial evidence.

A. *Standard of Review*.

"'Where findings of fact are challenged on a civil appeal, we are bound by the "elementary, but often overlooked principle of law, that . . . the power of an appellate court begins and ends with a determination as to whether there is any substantial evidence, contradicted or uncontradicted," to support the findings below. [Citation.] We must therefore view the evidence in the light most favorable to the prevailing party, giving it the benefit of every reasonable inference and resolving all conflicts in its favor . . . .' [Citation.]" (*Bickel v. City of Piedmont* (1997) 16 Cal.4th 1040, 1053.) "'[I]t is of no consequence that the trial court believing other evidence, or drawing other reasonable

inferences, might have reached a contrary conclusion.' [Citation.]" (*Dailey v. Sears, Roebuck & Co.* (2013) 214 Cal.App.4th 974, 992.)

"Where an issue subject to appellate review turns on a failure of proof at trial, the question for a reviewing court is whether the evidence compels a finding in favor of the appellant as a matter of law. [Citation.] The finding is compelled if the appellant's evidence was '"uncontradicted and unimpeached"' and '"of such a character and weight as to leave no room for a judicial determination that it was insufficient to support a finding."' [Citation.]" (*Wells Fargo Bank, N.A. v. 6354 Figarden General Partnership* (2015) 238 Cal.App.4th 370, 390.)

B. *The Amendment to the Sinclair Trust.*

With regard to the amendment to the Sinclair trust, the trial court ruled that the statute of limitations had run.

The amendment was executed on October 30, 1999. Gladys signed the amendment as a witness. She also acknowledged her signature before a notary. David failed to introduce any evidence that she was unaware of the circumstances of the execution of the amendment. Dennis's first petition was filed in January 2005 — more than four years later.

As we held in parts III.B and III.C, *ante*, the trial court properly placed on Dennis the burden of proving delayed discovery by Gladys. In order to prove delayed discovery, he would have to prove that Gladys was not immediately aware of the amendment. Thus, under the circumstances of this case, the evidence necessary to prove delayed discovery

was essentially the same as the evidence necessary to prove his underlying claim of forgery. The trial court, however, also ruled that he failed to prove forgery. Accordingly, the trial court properly ruled that the statute of limitations had run on this claim.

Dennis claims that the amendment "could not be authenticated." However, Gladys's signature was notarized and therefore adequately authenticated. (Evid. Code, § 1451.) Dennis's expert witness testified that, because the only available version of the amendment had been faxed multiple times, it was impossible to determine one way or the other whether her signature was genuine. As the trial court ruled, this was insufficient to prove that it was, in fact, forged.

Dennis makes much of the involvement of one Joann White. White was David's next-door neighbor. She signed the amendment as a witness, along with Gladys. According to the notary, Gladys and White appeared together at her office, where she notarized both of their signatures. The notary assumed that White was Gladys's caretaker or chauffeur. White also signed other documents in the case as a witness, including the 1992 deed to the Spruce house. White did not testify at trial. Dennis concludes that White was aiding and abetting forgery by David.

Again, while the trial court could conceivably view White's involvement as suspicious, it was not required to do so. David testified that White and Gladys were

"very, very, very close friends." While there was some contrary testimony,[3] it was up to the trial court to reconcile the conflict.

Dennis also argues that there was no evidence as to who prepared the amendment; Benjamin Selters, the attorney who had prepared Sinclair's estate plan,[4] testified that he did not do so. Again, this could be viewed as suspicious; however, it could also be consistent with innocence. Standing alone, it did not support a finding that Gladys's signature was forged. A fortiori, it did not *require* the trial court to find that it was forged.

Finally, Dennis notes that, when he asked (through Selters) for a copy of the amendment, David did not provide it voluntarily; Dennis had to file a separate action to get it. Given the adversarial relationship between Dennis and David, this, too, would not require the trial court to find that Gladys's signature was forged.

C. *The Sinclair House*.

With regard to the Sinclair house, the trial court ruled that the statute of limitations had run. Gladys deeded the Sinclair house to David on January 25, 2000. Again, she acknowledged her signature to a notary. If David exercised undue influence over her,

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[3] Dennis points to the fact that White was not on Gladys's "telephone list." However, there was no evidence as to what the list signified. It was authenticated only as a list of names and phone numbers, partly in what "could be" Gladys's handwriting and partly in someone else's handwriting. Some of the names were names of Gladys's family members. There was no evidence that it was meant to be a complete list of her closest contacts.

[4] Selters also represented Dennis before trial.

presumably she either knew or had reason to know that. David's first petition was filed in January 2005, more than four years later.

As with the amendment to the Sinclair Trust, Dennis argues that Gladys's signature on the deed "could not be authenticated." Once again, however (see part IV.B, *ante*), because the deed was notarized, it was adequately authenticated, and the testimony of Dennis's expert fell short of proving that it was forged.

Dennis also claims that the conveyance was "concealed" from Dahling. Not so. Dahling wrote Gladys a letter stating, "I know there was some discussion as to your possibly transferring th[e Sinclair house] to [David], but my notes are unclear as to whether it would be by sale or gift." This was affirmative evidence that Gladys deeded the Sinclair house to David knowingly and intentionally.

Dahling did not have a copy of the deed in his file and did not have any notes indicating that the conveyance had actually occurred. However, this does not mean that the conveyance itself was concealed from him. Finally, even assuming it was, that might arguably tend to show undue influence, but it would not show delayed discovery, because it would not show that the conveyance was concealed from Gladys.

D. *The $30,000 Withdrawal.*

With regard to the $30,000 withdrawal, the trial court found that the statute of limitations had run.

The withdrawal occurred in February 2000. Dennis's first petition was filed in January 2005, more than four years later. The trial court ruled that Dennis had failed to prove delayed discovery.

Dennis argues that Gladys had no way of knowing about the check because "David was the only trustee of the Sinclair trust . . . , and there is no evidence that any accounting relating to the Sinclair [t]rust was ever prepared." Actually, David testified that in July 2000, he "closed down" the Sinclair trust; he gave Gladys a "complete accounting," including documentary proof of where the $30,000 went. On July 14, 2000, Gladys signed a receipt for the funds remaining in the trust. The receipt also stated that she had "received and reviewed a complete accounting."

Dennis argues that "David's testimony is not credible." However, "[a]ll issues of credibility are . . . within the province of the trier of fact. [Citation.]" (*Nestle v. City of Santa Monica* (1972) 6 Cal.3d 920, 925.) "[B]efore the reviewing court may reject statements of a witness who has been believed by the fact-finding body, there must exist either a physical impossibility that they are true, or their falsity must be apparent without resort to inferences or deductions. Conflicts or justifiable suspicion are not sufficient." (*Lockheed Aircraft Corp. v. Industrial Acc. Com.* (1946) 28 Cal.2d 756, 760.) David's testimony was neither physically impossible nor manifestly false.

Dennis also argues that Gladys was 82, "in failing health," and in a board and care facility. Even so, David's testimony, along with the receipt, were sufficient to show that she knew about the transaction, at least by July 2000.

E. *The $62,062.82 Balance of the Sinclair Trust.*

With regard to the $62,062.82 final balance of the Sinclair trust, the trial court found that the statute of limitations had run.

David withdrew this amount on July 3, 2000. Moreover, as discussed in part IV.D, *ante*, David gave Gladys a full accounting regarding the Sinclair trust on July 14, 2000. Both dates were more than four years before Dennis's first petition, filed in January 2005.

For the reasons already discussed in part IV.D, *ante*, the trial court did not err.

F. *The Checks for $20,000 and $20,188.*

With regard to the checks for $20,000 and $20,188, the trial court found that the statute of limitations had run.

In March 2001, David wrote and cashed one check for $20,000 and another check for $20,188, both on Gladys's account. David testified that Gladys knew about and authorized both. Dennis's first petition was filed in January 2005; this was more than three years but less than four years later. The trial court found, however, that Dennis did not file a pleading challenging these particular transfers until October 2007 — i.e., more than six years after the transactions.

In a single sentence, Dennis asserts that the relevant pleading was his original petition in January 2005. He does not cite any authority nor does he provide any reasoned analysis. We therefore deem this contention forfeited. (*AmeriGas Propane, LP v. Landstar Ranger, Inc.* (2010) 184 Cal.App.4th 981, 1001 [Fourth Dist., Div. Two] ["[W]hen counsel asserts a point but fails to support it with reasoned argument and

citations to authority, the court may deem it to be forfeited, and pass it without consideration."].)

Even if not forfeited, it lacks merit.

The trial court erred by finding that David first challenged these particular transfers in October 2007; however, the error was immaterial, because David actually first challenged them in April 2006, which was also well after the limitations period had run.

The original petition sought to recover the Sinclair house "and all tangible personal property therein." By contrast, David's April 2006 petition sought to recover various former assets of Gladys's estate, including but not limited to those that were also former assets of the Sinclair trust. Thus, among other things, it sought to recover the amount of the $20,000 and $20,188 checks.

"The relation-back doctrine allows an amendment filed after the statute of limitations has run to be deemed filed as of the date of the original complaint . . . . [Citation.]" (*Bridgeman v. Allen* (2013) 219 Cal.App.4th 288, 296.) "The relation-back doctrine requires that the amended complaint must (1) rest on the same general set of facts, (2) involve the same injury, and (3) refer to the same instrumentality, as the original one. [Citations.]" (*Norgart v. Upjohn Co.*, *supra*, 21 Cal.4th at pp. 408-409, italics omitted.) Here, to the extent that the April 2006 petition sought to recover the checks, it involved a completely different injury than the January 2005 petition.

G. *The Spruce House*.

Regarding the Spruce house, the trial court found no undue influence. It found that, when David originally conveyed the Spruce house to Gladys in 1991, the title was placed in her name solely for convenience; David remained the true owner. Thus, when Gladys reconveyed the Spruce house to David in 2000, she was merely giving him his own house back.

Dennis contends that "the trial court d[id] not consider all of the evidence." It was not obliged to discuss each and every item of evidence in its statement of decision. "The statement of decision 'need do no more than state the grounds upon which the judgment rests, without necessarily specifying the particular evidence considered by the trial court in reaching its decision.' [Citation.]" (*In re Marriage of Williamson* (2014) 226 Cal.App.4th 1303, 1318.) Hence, we view this as a contention that the trial court's finding was not supported by substantial evidence.

David has forfeited this contention, however, by failing to set forth *all* of the relevant evidence. "When parties assert a challenge to the trial court's decision based on the absence of substantial supporting evidence, they "'are required to set forth in their brief *all* the material evidence on the point and *not merely their own* evidence. Unless this is done the error is deemed to be waived.'" [Citation.]" (*Clark v. Superior Court* (2011) 196 Cal.App.4th 37, 53.)

Even if not forfeited, the contention fails on the merits. David testified that he bought the Spruce house in 1980. In 1986, he executed a deed conveying it to Gladys.

David explained that this was done for convenience only: "I was having some trouble with the women in my life, and some things at the store, and I just wanted to get it out of my name." The deed was not recorded until 1991. Gladys did not give him any consideration for the deed.

In 1992, Gladys executed a deed reconveying the Spruce house to David. Once again, the deed was not immediately recorded, and once again, there was no consideration for the deed.

In November 1999, when Gladys visited Dahling, she told him about the Spruce house. In the conversation, as reflected in his notes, she told him: "Third house,[5] quitclaim, 1980, 1990. Quitclaim to mom. Mom to David. Quitclaim not recorded." Dahling said the deed should be recorded right away. Accordingly, on December 2, 1999, Gladys had her signature on the deed notarized, and on January 6, 2000, the deed was recorded.

Dennis claims the deed from Gladys to David is suspicious because the notary who notarized Gladys's 1992 signature testified that she first met Gladys in 1999. The record shows that Gladys appeared before the notary in 1999 and acknowledged that she had signed the deed in 1992. This was all that was required. (See Civ. Code, § 1189, subd. (a)(3).) Dennis also questions how the notary could notarize the signatures of the two

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5 Both sides agree that this refers to the Spruce house.

witnesses who also signed the deed in 1992. The simple answer is that she did not. She notarized only Gladys's signature.

Dennis finds it suspicious that Dahling did not handle the reconveyance. However, the deed had already been executed, in 1992; Dahling advised Gladys and David to record it, which they did. He also finds it suspicious that Gladys evidently told Dahling that the property was hers. However, at that time, she did hold record title, even though David was the true owner. Finally, Dennis also claims there was evidence that David sold the house to Gladys as security for money he owed her. There is no such evidence in our record. David testified that this was not true.

V

ISSUES REGARDING THE STATEMENT OF DECISION

According to Dennis, one of the "issues presented" in this appeal is: "Did the trial court fail to make proper findings on material issues raised in the Request for [a] Statement of Decision?"

In the argument section of his brief, however, Dennis never identifies any issue (1) that he raised in his request and (2) that the trial court failed to make a finding on. He does not discuss any of the relevant law. (See generally Code Civ. Proc., § 632; Cal. Rules of Court, rule 3.1590.) We deem him to have forfeited this contention. (*AmeriGas Propane, LP v. Landstar Ranger, Inc.*, *supra*, 184 Cal.App.4th at p. 1001.)

Another one of Dennis's "issues presented" is: "Are there contradictory, inconsistent or uncertain findings in the trial court's statement of decision which justify

reversal?" In the argument section of his brief, however, the only inconsistencies that he identifies are between the *proposed* statement of decision and the *final* statement of decision. They are not required to be consistent. Indeed, that is the whole point of having a statement of decision process.[6] We deem Dennis to have forfeited any other argument regarding contradictory, inconsistent or uncertain findings.

VI

DISPOSITION

The judgment is affirmed. David is awarded costs on appeal against Dennis.

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

RAMIREZ
P. J.

We concur:

HOLLENHORST
J.

MILLER
J.

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[6] Dennis also characterizes quotations from the *proposed* statement of decision as "finding[s]" by the trial court. They were not.